



Registration of a Charge

Company Name: **LEICESTER CITYBUS LIMITED**

Company Number: **02000072**



XCIVS5XL

Received for filing in Electronic Format on the: **22/12/2023**

Details of Charge

Date of creation: **21/12/2023**

Charge code: **0200 0072 0009**

Persons entitled: **BAL GLOBAL FINANCE (UK) LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WOMBLE BOND DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2000072

Charge code: 0200 0072 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2023 and created by LEICESTER CITYBUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2023 .

Given at Companies House, Cardiff on 30th December 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

21 December 2023

Non-Vesting Equipment Fixed Charge

BAL Global Finance (UK) Limited
and
Each of the Hirers listed in Schedule 1

DATE**21 December****2023****PARTIES**

- (1) **EACH OF THE COMPANIES LISTED IN SCHEDULE ONE OF THIS DEED AS CHARGORS;**
and
- (2) **BAL GLOBAL FINANCE (UK) LIMITED** whose registered office is at 2 King Edward Street, London, EC1A 1HQ ("**Owner**").

AGREED TERMS**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed, words and expressions used in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning when used in this Deed.

1.2 The following words and expressions have the following meanings when used in this Deed:

Acceptable Bus Manufacturer	has the meaning given in the Master Hire Purchase Agreement;
Attorney	has the meaning given to it in Clause 9.1.
Battery	the battery pack components which are installed or to be installed on the Electric Vehicles and includes all substitutions and replacements whenever made of or to the Battery and Batteries shall bear the corresponding meaning.
Battery Standstill Agreement	has the meaning given to such expression in the Master Hire Purchase Agreement.
Bus Charging Infrastructure	the charge points and other infrastructure owned by a Chargor which is designed for charging the Batteries.
Business Day	a day other than a Saturday or Sunday or a general public holiday in England.
Charged Property	all of the Chargor's right, title and interest (present or future) in all and any Non-Vesting Equipment, being the present and future property, assets and rights (if any) charged by Clause 3.1 of this Deed and such expression includes all or any part of them.
Chargor	each of the entities stated in Schedule 1 (<i>The Chargors</i>).
Covered Person	the Owner, each member of the group of companies of which Owner is a member, their respective officers, employees and agents and any Receiver.
Electric Vehicles	each of the zero emission vehicles of the type described in a Hire Purchase Schedule but excluding any Batteries.
Equipment	the Electric Vehicles described in any Hire Purchase Schedule and where the context so requires includes all software required for the operation or maintenance thereof, each battery operating system, each or any part of such Electric Vehicles, all accessories including maintenance and other records, manuals, handbooks, data relating to such Electric Vehicles, documentation relating to warranties and patent indemnities given by manufacturers or suppliers of the Electric Vehicles and all substitutions, replacements, fittings, additions, alterations and renewals whenever made of or to the

Electric Vehicles. Where the context allows the **Equipment** shall mean any individual component, part or unit thereof that is physically severable from any other component, part or unit provided that, **Equipment** shall not include:

- (A) any Bus Charging Infrastructure;
- (B) any Battery;
- (C) any telematics systems which are installed by or on behalf of the Chargor after the date of delivery of the relevant Electric Vehicle to the Chargor by the relevant Acceptable Bus Manufacturer; and
- (D) any tyres, or any replacements or substitutions of tyres which are not owned outright by the Chargor,

((A) to (D) above being the **Excluded Items**).

Facility Agreement	the hire purchase facility agreement entered into on or about the date of this Deed by (1) FirstGroup PLC as parent, (2) each of the Chargors in the capacity as original hirers, (3) each of the Chargors in the capacity as original guarantors, (4) Lloyds Bank Plc, Lombard North Central Plc and the Owner as owners, (5) Lloyds Bank PLC as green finance coordinator and (6) Lloyds Bank PLC as owner coordinator.
Finance Documents	the Facility Agreement, the Hire Purchase Agreements and the Sale Agreements.
FirstGroup	FirstGroup PLC being a company incorporated in Scotland with number SC157176.
Further Documentation	any further legal or other assignments, mortgages, securities, charges, agreements and any other legal documentation as the Owner requires the Chargor to enter into relating to all or any part of the Charged Property to secure the Secured Liabilities.
Group	means FirstGroup and its Subsidiaries for the time being and member of the Group shall be construed accordingly.
Hire Payment	has the meaning given in the Master Hire Purchase Agreement.
Hire Purchase Agreements	the Master Hire Purchase Agreement and each Hire Purchase Schedule.
Hire Purchase Schedule	a hire purchase schedule entered into under the Master Hire Purchase Agreement between a Chargor and the Owner.
Insurances	all insurances taken out in respect of the Non-Vesting Equipment including (a) all policies and contracts of insurance and all cover notes and slips, (b) all the rights of the Chargor under such insurances, and (c) all claims and moneys payable under such insurances.
Interest	interest at the rate specified for 'Default Interest' under and as defined and set out in the Facility Agreement.
Loss	includes all losses, damages, liabilities, claims, proceedings (whether civil or criminal), actions, penalties, fines, charges, demands or other sanctions, judgments, costs and expenses in any

way associated with the Charged Property (including legal costs on an unqualified full indemnity basis).

LPA

The Law of Property Act 1925.

Master Equipment Sale and Purchase Agreement

the master equipment sale and purchase agreement entered into between the Owner and the Chargors on or about the date of this Agreement with respect to the proposed acquisition of Equipment by the Owner from each Chargor.

Master Hire Purchase Agreement

the master hire purchase agreement entered into on the date of this Deed between (1) the Owner, (2) FirstGroup and (3) each of the Chargors as original hirers with respect to the proposed hiring of Equipment by the Owner to each Chargor.

Non-Vesting Equipment

means any Equipment which have been, are to be on the date of this Deed or at any time in the future are purportedly sold by a Chargor to the Owner under the Sale Agreements and where, for whatever reason, title to the Equipment concerned fails (or is alleged, held or deemed to have failed) to vest absolutely and effectively in the Owner. For the avoidance of any doubt, an Electric Vehicle and therefore Equipment owned by a Chargor is not Non-Vesting Equipment unless and until it is agreed to be and purportedly sold to the Owner under the Sale Agreements and yet title to that item of Equipment fails to (or is alleged, held or deemed to have failed to) vest in the Owner under the Sale Agreements for any reason.

Receiver

any receiver or receiver and manager appointed by the Owner either under this Deed or under its statutory power.

Sale Agreements

the Master Equipment Sale and Purchase Agreement and each Sale and Purchase Schedule entered into thereunder.

Sale and Purchase Schedule

a sale and purchase schedule entered into under the Master Equipment Sale and Purchase Agreement between a Chargor and the Owner.

Secured Liabilities

all moneys, indebtedness, obligations and liabilities of any kind, which now or at any time in the future may be or become due, owing or incurred by each Chargor to the Owner under the Finance Documents or which become due to the Owner as a result of the Owner having entered into any Finance Document with that Chargor and whatever their nature or basis, whether actual or contingent, in any currency or currencies, however they are described and whether owed jointly or severally or as principal or surety and including interest, discount, commission and all legal and other costs, charges and expenses in each case as incurred by the Owner (without limitation):

- (a) under the Finance Documents;
- (b) in recovering the Equipment; or
- (c) in defending, preserving or enforcing this Deed,

in each case with value added tax (if any) charged on the same.

Security Interest

any mortgage, charge, encumbrance, hypothecation, assignment by way of security, pledge, lien, right of set-off or other security interest

however created or arising, securing any obligation of any person or any other agreement or arrangement having a similar effect.

Subsidiary

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
- (b) any other corporation (as defined in Section 1173 of the Companies Act 2006) which is, or is required under the accounting policies applied to the Group's accounts from time to time to be included in the Group's consolidated accounts.

Tax Liability

a liability to make an actual payment of tax or amounts in respect of tax and the loss, utilisation or set-off of any relief, allowance, credit, deduction, exemption or right to repayment of tax.

Termination Event

the occurrence of any Commitment Termination Event (as defined in the Facility Agreement).

Termination Fee

has the meaning given in the Master Hire Purchase Agreement.

Termination Sum

has the meaning given in the Master Hire Purchase Agreement.

Third Party

has the meaning given to it in Clause 8.1.

1.3 In this Deed:

1.3.1 references to **Chargor** and **Owner** and any other person where the context admits include their respective successors in title, transferees and/or permitted assigns. Any appointment or removal under this Deed may be made or given in writing signed or sealed by any such successors or assigns of Owner and each Chargor by this Deed irrevocably appoints each of such successors and assigns as its attorney in the terms and for the purposes set out in Clause 9;

1.3.2 references to a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, assigned, supplemented, extended, restated or replaced from time to time, whether or not as a result of any such amendment, novation, assignation, supplement, extension, restatement or replacement:

- (a) there is an increase or decrease in any facility made available under it or in the period for which it is available;
- (b) any additional, further or substituted facility to or for such facility is provided;
- (c) any interest rate, repayment, rental, fee or other payment due is changed or increased or the purpose is changed;
- (d) the identity of the parties is changed in accordance with the provisions of the relevant Finance Document;
- (e) there is an increased or additional liability on the part of any person; or
- (f) a new agreement is effectively created or deemed to be created as a result of any such amendment, novation, assignment, supplement, extension or restatement,

and the entering into of any agreement to affect any such amendment, novation, assignment, supplemental agreement, extension, restatement, replacement or change will not prejudice the security created by or under this Deed;

1.3.3 unless the context requires otherwise:

- (a) the singular includes the plural and vice versa and references by way of the male pronoun shall include references to the female pronoun and vice versa;
- (b) any reference in this Deed to a person includes an individual, company, corporation, joint venture, society, unincorporated association, organisation or body of persons (including a trust, a partnership and a limited liability partnership);
- (c) the expression **this Deed**: (i) means this document and covers every separate and independent stipulation contained herein, and (ii) shall be construed as a reference to this Deed as the same has been amended, supplemented or novated;
- (d) any liberty or power that may be exercised or any determination that may be made under this Deed by the Owner may be exercised or made in the absolute and unfettered discretion of the Owner and the Owner shall not be under any obligation to give reasons for such exercise or determination;
- (e) any reference to a statute, act, law or statutory provision shall be construed as referring to a statute of the United Kingdom by that name and shall include any statute, act, law or statutory provision that amends, extends, consolidates or replaces the same and any published concessions, published practices or other official statements of policy or interpretation in relation to such statute, act or law (being practices, concessions or statements of general application and whether or not having the force of law);
- (f) for the avoidance of any doubt, the rights, powers and discretions conferred upon the Owner by or pursuant to this Deed apply (unless otherwise expressly stated) and are exercisable regardless of whether a demand has been made by the Owner for the payment of the Secured Liabilities or any part of them and regardless of whether the power of sale or other powers and remedies conferred on mortgagees by the LPA or this Deed have arisen or have become exercisable; and
- (g) references to Clauses are references to Clauses of this Deed;

1.3.4 Clause headings are for ease of reference only; and

1.3.5 A Termination Event is **continuing** if it has not been remedied to the Owner's satisfaction or waived by the Owner provided that a Termination Event cannot be remedied after the commencement of an 'Enforcement Step' (as defined in the Battery Standstill Agreement) but may be waived by the Owner.

2. COVENANT TO PAY

- 2.1 Each Chargor covenants with the Owner that it shall, as primary obligor and not merely as surety on demand pay, discharge and perform the Secured Liabilities when due to be paid and performed under the terms of this Deed and the Finance Documents.

3. FIRST FIXED CHARGE

- 3.1 As a continuing security for the payment, performance and discharge of the Secured Liabilities, each Chargor now charges and agrees to charge in favour of the Owner by way of first ranking fixed equitable charge with full title guarantee all of the Chargor's right, title and interest in all and any Non-Vesting Equipment (present or future). This specifically includes a fixed equitable charge on any Non-Vesting Equipment acquired by it at any time in the future.
- 3.2 Upon the Owner being satisfied that all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, the Owner will, at the request of each Chargor and on payment all associated fees, costs and expenses for doing so release all the charges referred to in Clause 3.1.

- 3.3 The security created by this Deed:
- 3.3.1 covers all beneficial interests of the Chargor in the Charged Property and any proceeds of sale or other realisation of all or any part of the Charged Property;
 - 3.3.2 shall be severable and exist independently at the Owner's discretion;
 - 3.3.3 shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities; and
 - 3.3.4 is enforceable by the Owner without prior recourse to any other security held by Owner.
- 3.4 Every power and remedy given to the Owner under this Deed is in addition to and not a limitation of every other power or remedy vested in the Owner under this Deed or at law or otherwise and all powers so vested in Owner are exercisable by the Owner at any time and as often as the Owner deems expedient.
- 3.5 Each Chargor acknowledges and agrees that it does not intend or expect that it will be the owner of any Non-Vesting Equipment, but that if it is then such Non-Vesting Equipment will be charged by way of first fixed equitable charge under this Deed. Nothing in the entering into of this Deed is intended to prejudice the efficacy of the intended sale transactions concluded or to be concluded in the future under the Sale Agreements (and the immediate hire back to the Chargor of the Equipment under and pursuant to the Hire Purchase Agreements) to which it is party with the Owner. Specifically each Chargor agrees that will continue to be liable to pay to the Owner all Hire Payments, Terminations Fees, Termination Sums and other sums due under the Hire Purchase Agreements in respect of the Non-Vesting Equipment as if it were Equipment title to which had been validly acquired by the Owner under the Sale Agreements and then validly hired to the Chargor under the Hire Purchase Agreements.

4. COVENANTS, WARRANTIES AND RESTRICTIONS

- 4.1 Each Chargor agrees with the Owner that it will comply with all of the terms of the Master Hire Purchase Agreement in respect of its use, operation, storage, insurance, maintenance and management of all Equipment and any Non-Vesting Equipment (specifically even though the Owner failed for any reason to acquire title to any Non-Vesting Equipment) as if all of such terms were set out in full, mutatis mutandis, in this Clause 4.1.
- 4.2 Each Chargor agrees that it will not do or fail to do anything to or in relation to Non-Vesting Equipment which would be a breach of any obligation under the Master Hire Purchase Agreement if such Non-Vesting Equipment were validly hired by the Owner to it under the Master Hire Purchase Agreement
- 4.3 Each Chargor now gives each of the representations and warranties to the Owner in respect of the Equipment and any Non-Vesting Equipment on the terms of the representations and warranties set out in the Master Hire Purchase Agreement as if repeated, mutatis mutandis, in this Clause 4.3 and agrees that such warranties are repeated on such dates as the representations are repeated or deemed to be given under the Master Hire Purchase Agreement.
- 4.4 Each Chargor agrees that, apart from any Security created under this Deed, it has not granted any Security over the Charged Property and represents and warrants that the creation of Security under this Deed does not and shall not contravene any condition or term of any other agreement to which such Chargor is a party.
- 4.5 Each Chargor agrees, as fundamental terms of this Deed, that it will not (and may not) :
- 4.5.1 sell, assign, transfer, surrender, part with possession of, or otherwise dispose of or deal in any other way with the Charged Property (provided that the Chargor may part with possession of the Charged Property in accordance with and to the limited extent permitted for any Equipment by the terms of the Master Hire Purchase Agreement);

- 4.5.2 create or permit to subsist or arise any Security Interest over all or any part of the Charged Property (apart from the security created by this Deed and any liens arising by operation of law in the normal course of the Chargor's business); or
- 4.5.3 enter into any contractual or other agreement or arrangement that has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by Clause 4.5.2,

and that it will in all respects treat all Non-Vesting Equipment (if any) in the same manner and subject to the same restrictions and terms as if it were validly hired to it under the Hire Purchase Agreements.

4.6 Each Chargor further covenants and agrees with the Owner it shall:

- 4.6.1 pay and discharge as they fall due all debts, liabilities and damages whatsoever which have given or may give rise to liens on or claims enforceable against the Non-Vesting Equipment whether in distress or otherwise and in the event of the detention of the Non-Vesting Equipment in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it. If the Chargor fails to comply with this covenant then the Owner may do so at the expense of the Chargor which shall form part of the Secured Liabilities;
- 4.6.2 pay to the Owner on demand all moneys whatsoever that the Owner reasonably incurs or becomes liable for in or about the protection or maintenance of the Charged Property, or in or about the exercise of its powers under this Deed; and
- 4.6.3 give to the Owner all such information as the Owner may reasonably request with respect to the Charged Property or the use of the Non-Vesting Equipment.

5. FURTHER ASSURANCE

5.1 At the request of the Owner, each Chargor shall:

- 5.1.1 execute any Further Documentation that the Owner may reasonably require both in favour of:
 - (a) the Owner; and
 - (b) any other party that the Owner requires,
 for the purposes of
 - (i) creating, perfecting or protecting any security over any Charged Property; or
 - (ii) facilitating the realisation of any Charged Property, or the exercise of any right, power or discretion exercisable, by the Owner or any Receiver in respect of any Charged Property;
- 5.1.2 give notice of the security created by this Deed and/or any Further Documentation to any party that the Owner requires; and
- 5.1.3 take such other steps as the Owner requires to perfect the security created by this Deed and/or any Further Documentation.

5.2 The Further Documentation shall be prepared, at the cost of the Chargor, by or on behalf of the Owner and shall contain all such clauses for the benefit of the Owner as the Owner reasonably requires, including any clauses that are at that time contained in any of the Owner' standard form documents.

6. OWNER POWERS

- 6.1 Section 103 of the LPA does not apply to the fixed charge contained in this Deed and the statutory power of sale and of appointing a receiver (as extended by this Deed) is exercisable at any time after a Termination Event has occurred and for so long as it is continuing.
- 6.2 By this Deed, the provisions of the LPA relating to the power of sale and the other powers conferred by section 101(1) and (2) of the LPA are extended to authorise the Owner in its absolute discretion at any time after a Termination Event has occurred and is continuing:
- 6.2.1 to take possession of the Non-Vesting Equipment by (if necessary) entering upon any premises where the Non-Vesting Equipment is located and remove the Non-Vesting Equipment from the premises without incurring any liability for any loss or damage caused;
 - 6.2.2 to sell, call in, deal with, collect and convert into money the Charged Property with all such powers in that respect conferred by law and by way of extension thereof such sale, calling in, collection and conversion may be made for such consideration as the Owner deems reasonable, including:
 - (a) whether such consideration is payable immediately or at some future date;
 - (b) whether such consideration is payable in a lump sum or in instalments;
 - (c) whether any deferred or future payments of consideration are to be secured; and
 - (d) accepting any other consideration as the Owner thinks fit,
 and in each case, without being liable to account for any loss of or deficiency in such consideration. For the purposes of this sub-clause, the Owner may (in its sole discretion) by notice appoint the Chargor as its non-exclusive agent to sell the Charged Property on terms satisfactory to Owner;
 - 6.2.3 to repair and keep in repair, improve or renew the Charged Property;
 - 6.2.4 to insure the Non-Vesting Equipment against such risks and in such sums as the Owner thinks fit;
 - 6.2.5 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes arising in connection with the Charged Property or in any way relating to this Deed and, in this regard, execute any releases or other discharges;
 - 6.2.6 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings, whether civil or criminal, relating to the Charged Property;
 - 6.2.7 to lease or hire the Non-Vesting Equipment on such terms as the Owner thinks fit;
 - 6.2.8 to execute and do all such acts, deeds and things as the Owner considers necessary or proper for, or in relation to, any of the purposes set out above;
 - 6.2.9 to appoint a Receiver over all or any part of the Charged Property upon such terms **(including such Receiver's remuneration) as** the Owner deems fit; and
 - 6.2.10 to remove a Receiver and appoint another or others in their place and to fix (at or after the time of their appointment) the remuneration of any such person or persons.

7. POWERS OF A RECEIVER AND APPLICATIONS OF MONEYS

- 7.1 A Receiver has all the powers conferred on a receiver by law (except that Section 103 of the LPA does not apply) and by way of addition to but without limiting those powers:

- 7.1.1 the Receiver:
- (a) has all the powers given to the Owner under this Deed relating to taking possession of, calling in, collecting, converting into money and selling, leasing and dealing with the Charged Property;
 - (b) is generally entitled to the same protection and to exercise the same powers and discretions as are given to the Owner under this Deed; and
 - (c) has such other of the powers and discretions given to the Owner under this Deed as the Owner may confer on them;
- 7.1.2 the remuneration of the Receiver may be fixed by the Owner (and may be or include a commission calculated on the gross amount of all money received or otherwise), but shall be paid by the Chargor alone. The amount of such remuneration (as the Owner may prescribe and agree in advance) be debited by the Owner to any account of the Chargor and shall form part of the Secured Liabilities;
- 7.1.3 the Receiver has power to make any payment and incur any expenditure that the Owner is by this Deed expressly or impliedly authorised to make or incur. Any expenses incurred by the Receiver in the exercise of any of their powers under this Deed may be paid or retained by them out of any moneys coming into their hands as receiver or may be paid by the Owner, in which case they will be treated as expenses properly incurred by the Owner;
- 7.1.4 the Receiver shall in the exercise of their powers, authorities and discretions conform with any reasonable directions given by the Owner;
- 7.1.5 the Owner may at any time require, at the cost of the Chargor, that security is given for **the due performance of the Receiver's duties as receiver; and**
- 7.1.6 the Owner may determine what funds the Receiver is permitted to keep in hand in order to perform their duties as receiver.
- 7.2 Notwithstanding any other provisions of this Deed, and in addition to the powers conferred upon the Receiver by the laws of England, the Owner or the Receiver (as the case may require) may, at any time after a Termination Event has occurred and is continuing, exercise against or in respect of the Chargor and/or the Charged Property any of the rights, powers, privileges or discretions conferred from time to time by the laws of any applicable jurisdiction.
- 7.3 Subject to any claims ranking in priority to the Secured Liabilities and except as otherwise directed by the Owner, all moneys arising from the exercise of the powers of the Receiver or the Owner shall be applied, as appropriate, in or towards discharging, in the following order of priority:
- 7.3.1 the amount of all moneys raised or borrowed by the Receiver and all costs, charges, expenses and liabilities paid, incurred, or charged by the Receiver (including any amounts for which they are entitled to be indemnified) in connection with or as a result of the exercise of their powers and the remuneration of the Receiver, in such order as the Receiver or the Owner determine;
 - 7.3.2 the amount of all costs, charges, expenses, liabilities and other sums paid, incurred or charged by the Owner that are Secured Liabilities;
 - 7.3.3 all other Secured Liabilities in such order as the Owner may from time to time determine; and
 - 7.3.4 the claims of those entitled to any surplus.
- 7.4 On any realisation or enforcement under this Deed, all moneys received by the Owner from:

- 7.4.1 the Chargor;
- 7.4.2 any other person or persons liable to pay such moneys; or
- 7.4.3 any Receiver or otherwise,

may be applied by the Owner in its absolute discretion, either as a whole or in such proportion as the Owner thinks fit, to any account or item of account or any transaction.

- 7.5 Section 109(6) and (8) of the LPA (application of moneys received by receiver) or any other relevant statutory provision of similar effect do not apply in relation to the Receiver.
- 7.6 The powers of appointment of a Receiver set out above are in addition to any statutory or other powers of the Owner under the LPA. The Receiver is entitled to exercise all the rights, powers and remedies conferred upon the Owner by this Deed and by law with respect to the Charged Property.
- 7.7 The Receiver (so far as the law permits) is the agent of the Chargor and the Chargor is liable for **such person's actions and defaults to the exclusion of liability on the part of** the Owner. Nothing in this Deed shall render the Owner liable to any such person for their remuneration, costs, charges or expenses or otherwise.

8. PROTECTION OF THIRD PARTIES

- 8.1 Any persons (each a **Third Party** and including any insurer, assurer, purchaser or security holder) dealing with the Owner or any receiver appointed by it or their respective employees and agents and shall not need to enquire:
 - 8.1.1 whether any right, exercised or purported to be exercised by the Owner, such receiver or their respective employees and agents, is exercisable;
 - 8.1.2 whether any one or more of the Secured Liabilities are due or remain outstanding; or
 - 8.1.3 as to the propriety or regularity of anything done (including any sale, dealing or application of money paid, raised or borrowed) by the Owner, such receiver or their respective employees and agents.
- 8.2 As between:
 - 8.2.1 any Third Party; and
 - 8.2.2 the Owner or any receiver appointed by it or their respective employees or agents,

All the protections given to:

 - 8.2.3 purchasers in Sections 104 and 107 of the LPA; and
 - 8.2.4 persons contained in Section 42(3) of the Insolvency Act 1986,

apply to each Third Party.
- 8.3 The Owner, any receiver appointed by it and their respective employees and agents may if it thinks fit, give receipts to any Third Party. Each Chargor agrees that each receipt shall:
 - 8.3.1 be a complete discharge to such Third Party; and
 - 8.3.2 relieve that Third Party of any obligation to concern itself with how those assets paid or transferred to or by the direction of the Owner, such receiver, employee or agent (as applicable) are applied.

9. POWER OF ATTORNEY

9.1 As security for:

9.1.1 the performance and discharge of the Secured Liabilities; and

9.1.2 any proprietary interest that the Chargor has in any of the Charged Property,

the Chargor irrevocably appoints the Owner, any persons deriving title under the Owner and its and their substitutes and any receiver or receivers appointed hereunder (the **Attorney**) jointly and severally as the Chargor's true and lawful attorney with the right to act under such power and appointment at any time after a Termination Event has occurred which is continuing or if the Chargor has not fulfilled any of its obligations under this Deed within 5 Business Day's of being required to do so by written notice in writing.

9.2 For the purposes set out in Clause 9.1, the Attorney has the right to do anything that the Chargor may lawfully do, and all the rights and powers that may lawfully be given to an attorney including, but not limited to:

9.2.1 the right to do anything to procure or carry out the performance of the Chargor's obligations under this Deed and anything to effect the exercise of the Owner's rights under this Deed;

9.2.2 the right to act in the name of the Chargor; and

9.2.3 the right to delegate and sub-delegate any or all of the rights of the Attorney.

9.3 The Chargor ratifies and shall ratify everything done or purported to be done by the Attorney.

10. INDEMNITY

10.1 Each Chargor agrees to indemnify the Owner and any receiver appointed by it and their respective employees and agents (as a separate covenant with each such person indemnified) against:

10.1.1 all existing and future rents, rates, taxes, duties, charges, assessments and outgoings payable in respect of the Charged Property; and

10.1.2 all costs, claims, demands, losses, expenses, charges, assessments, impositions, fines and sums and the consequences of any proceedings or prosecutions arising directly or indirectly from or in connection with the Charged Property, its manufacture, selection, delivery, possession, use or operation, whether imposed by statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character.

If any such sums are paid by the Owner or any such receiver or any of their respective, officers, employees or agents, the same shall be paid by the Chargor on demand together with Interest from the time or respective times of the same having been paid or incurred by the Owner (or such other person as applicable) until payment of such amounts by the Chargor and, pending payment, shall form part of the Secured Liabilities. However, the Owner shall not be deemed to have taken possession of the Charged Property by reason of such payment.

10.2 Each Chargor agrees to indemnify the Owner and any Receiver appointed by it and their respective employees and agents (as a separate covenant with each such person indemnified) against all loss incurred in connection with:

10.2.1 all claims, proceedings, liabilities, costs, charges and expenses that the Owner or any Receiver incur (in the case of the Owner, whether before or after it has demanded payment or discharge of the Secured Liabilities) in consequence of anything done or purported to be done by the Owner or the Receiver in respect of the Charged Property

or of any failure by the Chargor to comply with its obligations to Owner under this Deed (whether made by the Chargor or a third person);

10.2.2 any actual or proposed amendment, supplement, waiver, consent or release relating to this Deed; and

10.2.3 any stamping or registration of this Deed or the security constituted by it,

whether or not any fault (including negligence) can be attributed to the Owner or any receiver appointed by it or their respective employees and agents.

10.3 This indemnity does not and shall not extend to any loss to the extent that there is a prohibition against an indemnity extending to that loss under any law relating to this indemnity.

11. NOTICE OF SUBSEQUENT CHARGES

11.1 If the Owner receives notice of any Security Interest (other than any Security Interest created by this Deed) affecting the Charged Property, the Owner may open a new account or accounts to record the Secured Liabilities.

11.2 Even if the Owner does not open such account or accounts as envisaged in Clause 11.1, it shall be treated as if it had done so at the time when it received such notice and as from that time all payments made to the Owner in respect of any of the Secured Liabilities shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Liabilities at the time when it received the notice.

12. NOTICES

12.1 Any demand, consent, certificate, notification, notice, advice, communication or requirement permitted or required to be given under this Deed shall be given to the relevant party in writing and delivered personally or sent by guaranteed next day delivery or first-class letter or email, in the case of the Chargor, to the address and email address as set out against its name in Schedule 1 below, and in the case of Owner, to 2 King Edward Street, London EC1A 1HQ or by email to bal.emea.agent.notices@bofa.com in each case marked for the attention of the Head of Leasing Operations (or any substitute address or email address or department or officer as the **Party may notify to the other Parties by not less than five Business Days' notice**). Any such matter shall be deemed to have been received if:

12.1.1 delivered personally at the time of delivery;

12.1.2 sent by guaranteed next day delivery no later than 12.00 noon on the next Business day following the day of posting;

12.1.3 sent by first-class letter two Business Days after the day of posting; or

12.1.4 sent by email at the time of sending (unless sent after 5.00 pm in which event it will be deemed to be received on the next Business Day).

13. PAYMENTS AND COSTS

13.1 If any payment made by or on behalf of the Owner under this Deed includes an amount in respect of Value Added Tax, or if any payment due to the Owner under this Deed is paid in reimbursement of any expenditure by or on behalf of the Owner, which includes an amount in respect of Value Added Tax, then the Chargor shall pay to the Owner such amount on demand with interest from the date of such demand and, pending payment shall form part of the Secured Liabilities.

13.2 Without prejudice to the generality of any other terms of this Deed, the Chargor shall pay to the Owner all costs incurred or suffered by the Owner, and any receiver appointed by the Owner shall be entitled to recover as a receivership expense all costs incurred or suffered by him:

13.2.1 in connection with any application under Part II or III Insolvency Act 1986; and

13.2.2 in defending proceedings brought by any third party challenging:

(a) the Owner's title to this security; or

(b) the enforcement or exercise of the rights and remedies of the Owner or of such receiver under this Deed,

and all such costs shall bear Interest from the date such costs were incurred or suffered until such costs are paid in full, and pending payment shall form part of the Secured Liabilities.

13.3 All costs awarded to the Owner, or agreed to be paid to the Owner, in any proceedings brought by the Chargor against the Owner shall bear Interest from the date of such award or agreement until such costs are paid in full, and pending payment shall form part of the Secured Liabilities.

14. GENERAL

14.1 Nothing in this Deed shall operate so as to merge or otherwise prejudice or affect the Master Hire Purchase Agreement or any guarantee, mortgage or other security or any contractual or other right that the Owner may have for any of the Secured Liabilities or any right or remedy of the Owner in relation to the Secured Liabilities.

14.2 The Chargor agrees that it will comply with the terms of the Master Hire Purchase Agreement in all respects and irrespective of whether all or any of the Equipment are Non-Vesting Equipment and accordingly irrespective of whether the Owner does or does not have title to the Equipment as hired to the Chargor under the terms of the Master Hire Purchase Agreement. The Chargor will not be entitled to make any claim against the Owner or be repaid any payment made to the Owner under the Master Hire Purchase Agreement in respect of any Non-Vesting Assets.

14.3 This Deed is in addition to any other security, rights or remedies that is now or at any time in the future held by or becomes available to the Owner.

15. TRANSFERS BY THE OWNER OR THE CHARGOR

15.1 The Owner may assign or transfer this Deed or the whole or any part of the Owner's **rights under** this Deed. On request by the Owner, the Chargor shall promptly execute and deliver to the Owner any form of instrument required by the Owner to confirm or effect any such assignment or transfer.

15.2 Any Chargor shall not assign or transfer any of its rights or obligations under this Deed or enter into any transaction or arrangement that would result in any of those rights or obligations passing to or being held in trust for the benefit of another person.

16. PARTIAL INVALIDITY

Each of the provisions of this Deed is severable and distinct from one another. If any one or more of the provisions of this Deed is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

17. RESTRICTION ON LIABILITY OF THE OWNER

17.1 Except to the extent that any such exclusion is prohibited or rendered invalid by law, neither the Owner nor any receiver appointed by it nor their respective officers, employees and agents are:

17.1.1 liable to account as a mortgagee in possession for any sums other than actual receipts;

- 17.1.2 liable for any loss upon realisation of, or for any action, neglect or default of any nature in connection with, any part of the Charged Property for which a mortgagee in possession might as such otherwise be liable;
- 17.1.3 under any duty of care or other obligation to the Chargor in connection with the exercise of any right conferred upon the Owner, any receiver appointed by it and their respective officers, employees and agents; or
- 17.1.4 be under any liability to the Chargor resulting from, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any of their respective rights,

provided that nothing in this Clause or this Deed shall be construed as an attempt to exclude any liability of any party for fraudulent misrepresentation or death or personal injury arising out of their own negligence.

18. MISCELLANEOUS

- 18.1 This Deed may not be varied in its terms by any oral agreement or representation or otherwise than by an instrument in writing dated with the same or a later date as this Deed and executed by the Owner and the Chargor.
- 18.2 No delay or omission of the Owner to exercise any right or power granted by this Deed shall impair any such right or power to be construed as a waiver of or acquiescence in any default by the Chargor.
- 18.3 Any waiver, consent, receipt, settlement or release given by the Owner in relation to this Deed is only effective if given in writing and then only for the purpose for, and upon any terms on which, it is given. No express waiver given by the Owner in relation to any default by the Chargor shall prejudice the rights of Owner under this Deed. The granting of any consent by the Owner will not prejudice the right of the Owner to grant or withhold as it thinks fit its consent to anything similar.
- 18.4 The Chargor agrees with the Owner that the Owner did not have before the date of this Deed, does not have and shall not have, any duty to the Chargor in respect of:
 - 18.4.1 the application by the Chargor of the money secured by the Charged Property;
 - 18.4.2 the effectiveness, appropriateness or adequacy of the security constituted by this Deed, the terms of the Sale Agreements or the Hire Purchase Agreements or of any other security for the Secured Liabilities; or
 - 18.4.3 preserving the goodwill of any business carried on by the Chargor by running, or procuring the running of, such business or otherwise, either before or after the enforcement of this Deed.
- 18.5 The Chargor agrees with the Owner for itself and as trustee for its officials, employees and agents that neither the Owner nor its officials, employees or agents have any liability to the Chargor in respect of any act or omission by the Owner, its officials, employees or agents done or made in good faith.
- 18.6 For the purpose of exercising, assigning or transferring its rights under this Deed, the Owner may disclose to any person any information relating to the Chargor that the Owner may have.
- 18.7 The restriction on the right of consolidating mortgage securities contained in Section 93 of the LPA does not apply to this Deed or any further or other security entered into pursuant to this Deed.
- 18.8 Any change in the constitution of the Owner or its absorption of or amalgamation with any other person shall not in any way prejudice or affect its or their rights under this Deed and the **expression "Owner" includes any such other person.**

19. THIRD PARTY RIGHTS

- 19.1 Nothing in this Deed is intended to confer on any person any right to enforce any provision of this Deed, which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999, save as set out in Clause 19.2.
- 19.2 Any Receiver appointed by the Owner may take the benefit of any covenant or provision of this Deed by which the Chargor is expressed to give an undertaking or indemnity to, or confer any power or benefit upon or to release or waive any claim against that person provided that:
- 19.2.1 until the Secured Liabilities have been discharged in full, no such person may exercise or otherwise enforce any such right without the prior written consent of the Owner; and
- 19.2.2 notwithstanding such rights, this Deed may be restated, varied, amended supplemented or substituted in any respect by the Owner whether to remove such rights in whole or in part or otherwise whatsoever or novated, assigned, released or discharged by the Owner without, in any such case, notice to or consent from any such person.

20. ELECTRONIC SIGNING

This Deed and any ancillary document to this Deed, may be executed and delivered by facsimile signature or other electronic or digital means (including without limitation Docusign and portable document format ("**PDF**")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of each party to create a valid and legally enforceable deed between them. The exchange and delivery of this Deed via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by each party may be used by each party for all purposes. Notwithstanding the foregoing, at the request of any party, each party agrees to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

21. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed according to the laws of England and both parties irrevocably submit to the jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1**The Original Chargers**

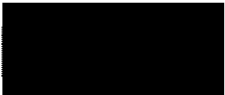
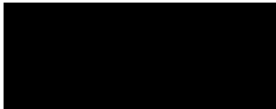
	Entity Name	Jurisdiction of registration	Company Number	Notice details
1	First West Yorkshire Limited	England and Wales	01990370	<p>c/o FirstGroup plc, 8th Floor, The Point, 37 North Wharf Road, London W2 1AF</p> <p>For the attention of the Company Secretary of FirstGroup PLC</p> <p>with a copy sent by email to companysecretariat@firstgroup.co.uk</p> <p>Email: companysecretariat@firstgroup.co.uk</p>
2	First York Limited	England and Wales	02168890	<p>c/o FirstGroup plc, 8th Floor, The Point, 37 North Wharf Road, London W2 1AF</p> <p>For the attention of the Company Secretary of FirstGroup PLC</p> <p>with a copy sent by email to companysecretariat@firstgroup.co.uk</p> <p>Email: companysecretariat@firstgroup.co.uk</p>
3	First Eastern Counties Buses Limited	England and Wales	00257815	<p>c/o FirstGroup plc, 8th Floor, The Point, 37 North Wharf Road, London W2 1AF</p> <p>For the attention of the Company Secretary of FirstGroup PLC</p> <p>with a copy sent by email to companysecretariat@firstgroup.co.uk</p> <p>Email: companysecretariat@firstgroup.co.uk</p>
4	First Hampshire & Dorset Limited	England and Wales	01999120	<p>c/o FirstGroup plc, 8th Floor, The Point, 37 North Wharf Road, London W2 1AF</p> <p>For the attention of the Company Secretary of FirstGroup PLC</p> <p>with a copy sent by email to companysecretariat@firstgroup.co.uk</p> <p>Email: companysecretariat@firstgroup.co.uk</p>

5	Leicester CityBus Limited	England and Wales	02000072	<p>c/o FirstGroup plc, 8th Floor, The Point, 37 North Wharf Road, London W2 1AF</p> <p>For the attention of the Company Secretary of FirstGroup PLC</p> <p>with a copy sent by email to companysecretariat@firstgroup.co.uk</p> <p>Email: companysecretariat@firstgroup.co.uk</p>
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EXECUTION PAGE


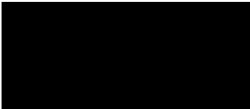
Executed as a deed by **First Eastern Counties Buses Limited** acting by Colin Brown, a director in the presence of:

.....
Director

Signature (Witness) 
Print Name Andrew Jarvis
Address 
Occupation Company Director


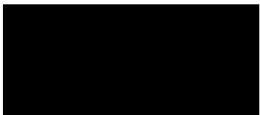
Executed as a deed by **First Hampshire & Dorset Limited** acting by Colin Brown, a director in the presence of:

.....
Director

Signature (Witness) 
Print Name Andrew Jarvis
Address 
Occupation Company Director

Executed as a deed by **First West Yorkshire Limited** acting by Colin Brown, a director in the presence of:

.....
Director

Signature (Witness) 
Print Name Andrew Jarvis
Address 
Occupation Company Director

Executed as a deed by **First York Limited** acting
by Colin Brown, a director in the presence of:

.....
Director

Signature (Witness)

Print Name

Andrew Jarvis

Address

Occupation

Company Director

Executed as a deed by **Leicester CityBus Limited**
acting by Colin Brown, a director in the presence of:

.....
Director

Signature (Witness)

Print Name

Andrew Jarvis

Address

Occupation

Company Director

Executed as a deed by **BAL Global Finance (UK)
Limited** acting by an attorney in the presence of:

.....
Attorney

Signature (Witness) ..

Print Name .. **Monica Lucarelli**

Address ..

Occupation .. **AVP Operation Consutlant**